

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
[www.purchasing.utah.gov](http://www.purchasing.utah.gov)

**Request for Proposal  
Agency Contract**

Solicitation Number: **JG6005**  
Due Date: **11/02/05 at 3:00 P.M.**  
Date Sent: October 12, 2005

Goods and services to be purchased: **eREP PROJECT DIRECT SERVICES PROCUREMENT FOR WORKFORCE SERVICES**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

Solicitation Number: JG6005

Due Date: 11/02/05

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**Vendor Name:**

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REQUEST FOR PROPOSALS FOR eREP PROJECT DIRECT SERVICES PROCUREMENT PER ATTACHED SPECIFICATIONS.

**Changes or Modifications to Procurement:**

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

**QUESTIONS ON SPECIFICATIONS CONTACT ALAN CARLSEN AT [alancarlsen@utah.gov](mailto:alancarlsen@utah.gov).**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL JARED GARDNER AT (801) 538-3342.

COMMODITY CODE(S): 91828, 91829

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**13. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

# **Request for Proposal**

Solicitation Number JG6005

State of Utah

On behalf of  
Department of Workforce Services  
Department of Health  
Department of Human Services  
Chief Information Office

## **eREP Project** **Direct Services Procurement**

*electronic Resource & Eligibility Product*

October 12, 2005

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**REQUEST FOR PROPOSAL  
(eREP Direct Services)  
Solicitation # JG6005**

## **1 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to enter into contract(s) with qualified firm(s) with information technology expertise to meet project development needs of the electronic resource and eligibility product (eREP) projects. Information technology expertise includes professional knowledge, skill, and experience in, but not limited to, management, analysis and design, development, and system administration and technical architecture services. Specific skills needed have been identified in the Consulting Skills Matrix in the scope of work section. It is anticipated that this RFP may result in a contract award to multiple contractors.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

Information technology knowledge and expertise, as requested in this RFP, are not intended to cover purchases of hardware and software. The State may procure like services or materials from other statewide contracts.

The intended results of this RFP are to establish a pool of knowledgeable contractors from which the State can select individuals based on a variety of factors deemed necessary and the time at which services are anticipated or required. Such factors may include contractor staff availability, hourly rates, experience, education, past performance, references, ability to meet user deadlines/schedules/budgets, ability to produce desired outcomes and deliverables, ability to interact satisfactorily with other people, satisfactory invoicing/billing procedures, and previous experience with State programs or systems.

### **1.2 BACKGROUND**

#### **1.2.1 Overview**

The State of Utah, Departments of Workforce Services, Health, and Human Services issues this request to solicit competitive proposals to assist the State in project development activities for the eREP project to support eligibility related services. The solution will ultimately replace Utah's current PACMIS (Public Assistance Case Management Information System) plus provide additional capabilities.

The eREP solution is a scalable application which provides a base for expansion to include additional policy and program requirements. The eREP system currently supports the

Temporary Assistance for Needy Families (TANF), Child Care, and Emergency Assistance programs. It is currently being expanded for the Food Stamp, General Assistance, and Refugee programs. The State is ready to begin adding Medical Services programs to eREP as the next project. The selected pool of contractors will be given the opportunity to provide resources for these projects.

A new set of tools have been introduced to develop and maintain eREP. From an end user standpoint, it brings the following:

- A windows user interface that is customer friendly and intuitive.
- Access to its workers, advocates, and customers via the web.
- Seamless integration between eligibility functionality and other key products, such as RoboHelp (InfoSource), Content Manager (Imaging), and Groupwise (calendaring/email).

From a technical standpoint, it brings the development and maintenance of eligibility into newer technologies, including:

- Java based
- Web technologies (Websphere Studio Application Developer (WSAD), Websphere Application Server (WAS))
- Relational database (DB2) versus hierarchical (ADABAS)
- Development and maintenance using Rational tools (Requisite Pro, Rose, Clear Case, Clear Quest)
- The Curam technical platform and products that promotes rules-based development
- Sophisticated testing tools by Rational and Mercury Interactive. The project supports automated and manual test scripts, as well as performance stress testing (LoadRunner).

### 1.2.2 Program Overview

This project will develop and implement an enhancement to the eREP system to support the following medical services programs and related service areas. This includes, but is not limited to, Baby-Your-Baby (Presumptive Medicaid), Buyout, and Children with Special Health Care Needs tech-dependent waiver, etc.

- Mandatory Title XIX Eligible Groups
- Optional Title XIX Eligible Groups and Waiver Groups
- CHIP
- Refugee Medical Assistance

Any customer can be involved in one or more of the programs and multiple cases. The current Medical Services related program combinations and statistics are as follows:

<b>Program</b>	<b>Cases</b>	<b>Persons</b>
Financial / <b>Medical</b>	1,979	3,548
Child Care / <b>Medical</b>	786	2,260
Child Care / <b>CHIP</b>	199	616
Financial / <b>Medical</b> / Food Stamps	6,395	18,572
Financial / <b>Medical</b> / Child Care	119	317



<b>Program</b>	<b>Cases</b>	<b>Persons</b>
Financial / <b>Medical</b> / <b>CHIP</b>	21	85
Child Care / <b>Medical</b> / Food Stamps	1,964	6,506
Child Care / <b>Medical</b> / <b>CHIP</b>	56	221
Child Care / Food Stamps / <b>CHIP</b>	27	84
Financial / <b>Medical</b> / Food Stamps / Child Care	903	2,835
Financial / <b>Medical</b> / Food Stamps / <b>CHIP</b>	12	59
Financial / <b>Medical</b> / Child Care / <b>CHIP</b>	1	6
Child Care / <b>Medical</b> / Food Stamps / <b>CHIP</b>	27	126
Financial / <b>Medical</b> / Food Stamps / Child Care / <b>CHIP</b>	1	6
<b>Medical Only</b>	48,349	67,482
<b>Chip Only</b>	8,519	18,716
<b>PCN</b>	6,323	7,265
<b>Medical</b> / Food Stamps	24,643	63,615
<b>Medical</b> / <b>Chip</b>	1,848	6,249
Food Stamps / <b>Chip</b>	240	911
<b>Financial</b> / <b>PCN</b>	77	78
<b>Medical</b> / <b>PCN</b>	1,906	6,352
Food Stamps / <b>PCN</b>	1,502	1,983
<b>Child Care</b> / <b>PCN</b>	22	67
<b>Chip</b> / <b>PCN</b>	1,705	6,694
<b>Medical</b> / Food Stamps / <b>Chip</b>	267	1,305
Financial / <b>Medical</b> / <b>PCN</b>	22	73
Financial / Food Stamps / <b>PCN</b>	1,189	1,317
<b>Medical</b> / Food Stamps / <b>PCN</b>	1,164	4,685
<b>Medical</b> / <b>Child Care</b> / <b>PCN</b>	43	122
<b>Medical</b> / <b>Chip</b> / <b>PCN</b>	691	3,665
Food Stamps / Child Care / <b>PCN</b>	6	18
Food Stamps / <b>Chip</b> / <b>PCN</b>	99	412
Child Care / <b>Chip</b> / <b>PCN</b>	38	117
<b>Financial</b> / <b>Medical</b> / Food Stamps / <b>PCN</b>	59	146
Financial / <b>Medical</b> / Child Care/ <b>PCN</b>	2	6
Financial / <b>Medical</b> / <b>Chip</b> / <b>PCN</b>	8	41

<b>Program</b>	<b>Cases</b>	<b>Persons</b>
Financial / Food Stamps / <b>Chip</b> / <b>PCN</b>	3	7
<b>Medical</b> / Food Stamps / Child Care / <b>PCN</b>	106	328
<b>Medical</b> / Food Stamps / <b>Chip</b> / <b>PCN</b>	107	597
<b>Medical</b> / Child Care / <b>Chip</b> / <b>PCN</b>	9	35
Food Stamps / Child Care / <b>Chip</b> / <b>PCN</b>	7	26
Financial / <b>Medical</b> / Food Stamps / Child Care / <b>PCN</b>	5	18
Financial / <b>Medical</b> / Food Stamps / <b>Chip</b> / <b>PCN</b>	2	11
<b>Medical</b> / Food Stamps / Child Care / <b>Chip</b> / <b>PCN</b>	11	46
<b>Presumptive Medicaid Eligibility</b>	700	700
<b>Custody Medical</b>	200	200
<b>Foster Care / Subsidized Adoption Medical</b>	6500	6500

A description of each eligibility group is provided below. The official statement of record can also be accessed electronically in the State plan at [http://health.utah.gov/medicaid/st\\_plan/index.htm](http://health.utah.gov/medicaid/st_plan/index.htm).

### **1.2.3 Mandatory Title XIX Eligible Groups**

The eREP enterprise will be enhanced to include the following individuals who are covered under the mandatory eligibility category:

- Supplemental Security Income recipients who also meet all Medicaid eligibility criteria.
- Mandatory State Supplementary Assistance Payment (SSP) recipients who also meet all Medicaid eligibility criteria.
- Former SSI recipients who lose SSI due to receipt of or increase in widow/widower Social Security benefits and who do not have Medicare Part A benefits.
- Disabled adult children who lose SSI or SSA due to the receipt or increase in Child's Insurance benefits from Social Security. These are children over the age of 18 who are receiving benefits under their parents' Social Security coverage.
- Former SSI recipients who receive Social Security benefits but who would continue to be eligible for SSI if all cost-of-living increases received since the SSI was terminated were backed out of the Social Security benefits ("Pickle people").
- Children in State Custody that meet the AFDC related criteria that was in effect on July 16 1996 and Medicaid Criteria.
- Children with a state adoption assistance agreement in place that met the AFDC related criteria (that was in effect on July 16, 1996) prior to adoption.
- QMBs (payment of Medicare premiums, deductible and coinsurance only).

- QI1 (payment of Medicare Part B premium only).
- SLMBs (payment of Medicare Part B premium).
- Individuals receiving FEP assistance who also meet requirements under the Utah 1931 waiver group.
- Transitional Medicaid for up to 12 months for former FEP recipients who lost eligibility due to income exceeding the limit as long as the household has at least \$1 of earned income and income does not exceed 185 percent of the FPL.
- Extended Medicaid for four months for former FEP recipients who became ineligible due to receipt of child or spousal support who have no earned income in the household.
- Newborn children of mothers receiving Medicaid coverage for the month of birth, until reaching one year of age.
- Postpartum eligibility for pregnant women – eligibility continues for 60 days following delivery.
- Individuals who meet the AFDC income and resource methodologies of the state plan but do not receive financial assistance under FEP.
- Individuals eligible under Section 1619A or 1619B of the Social Security Act.
- QWDPs (payment of Medicaid Part A premium).
- Pregnant women and infants less than one year of age whose family income does not exceed 133 percent of the FPL.
- Children through age five whose family income does not exceed 133 percent of the FPL.
- Children ages 6 to 19, whose family income does not exceed 100 percent of the FPL.
- Continuous eligibility for pregnant women whose income at the time of initial eligibility does not exceed 133 percent of the FPL. Once eligibility is established, it continues throughout the pregnancy and for 60 days postpartum, regardless of change in income.
- Emergency medical assistance for otherwise eligible persons not meeting U.S. citizenship or alien status requirements.

#### **1.2.4 Optional Title XIX Eligible Groups**

Utah Medicaid elects to extend its services to individuals in the following categories.

- Individuals who meet AFDC or SSI non-financial criteria and the Medicaid resource limits, who reside in a medical institution, and whose medical needs exceed their income, and who spend down their income to the medically needy level.
- Those eligible for SSI or FEP except for residency in a medical institution.
- Needy persons in a psychiatric facility under age 22 or age 65 and over.
- Aged, blind or disabled individuals who meet all requirements for SSI except income, but whose income does not exceed 100 percent of FPL.

- Pregnant women with presumptive Medicaid eligibility. Authorized providers determine limited eligibility based on countable income not exceeding 133 percent of the FPL.
- Children ages 6 to 19, whose family income does not exceed 100 percent of the FPL.
- Medically Needy Program including AFDC/SSI-related groups who meet the Medicaid resource levels and all eligibility requirements of the cash assistance programs except income and who spend down their income to the medically needy income level.
- Child with state adoption assistance agreement in place other than under Title IV-E.
- Child(ren) in State Foster Care who meet Medicaid criteria.
- Women with breast or cervical Cancer, in need of treatment who meet the criteria under the CDC program.
- Presumptive Eligibility (Baby-Your-Baby)
- Custodial Medical
- A Medicaid program for disabled individuals who have earned income. The household income limit is 250% of the federal poverty level. If household net income does not exceed 100% of poverty, the individual will not have any cost sharing responsibilities (MWI premium). If household net income is above 100% of poverty but below the 250% income limit, the individual will pay a MWI premium equal to 15% of the eligible individual's income.
- Medicare Part D: Prescription Drug Benefit
- Individuals who test positive for Tuberculosis
- Waiver Groups including persons living at home who would be eligible for Title XIX in a medical institution. Home and Community-Based Services (HCBS) waivers: Aged, developmentally disabled, technology-dependent children, acquired brain injury, and personal assistant services.
- Medicaid Waiver – Primary Care Network (PCN) includes 2 programs, the Primary Care Network and Covered at Work

The Primary Care Network Program is health coverage for adults who are uninsured and do not have access to affordable insurance. The program provides a variety of preventative and medical services including: doctor visits; hospital emergency room visits; emergency medical transportation; laboratory services; x-ray services; four prescriptions per month; dental exams, x-rays, cleanings, and fillings; one eye exam per year (no glasses), family planning, and health education. Inpatient hospital services and specialty services are not covered. In addition to minimal co-pays, there is an annual enrollment fee of \$50

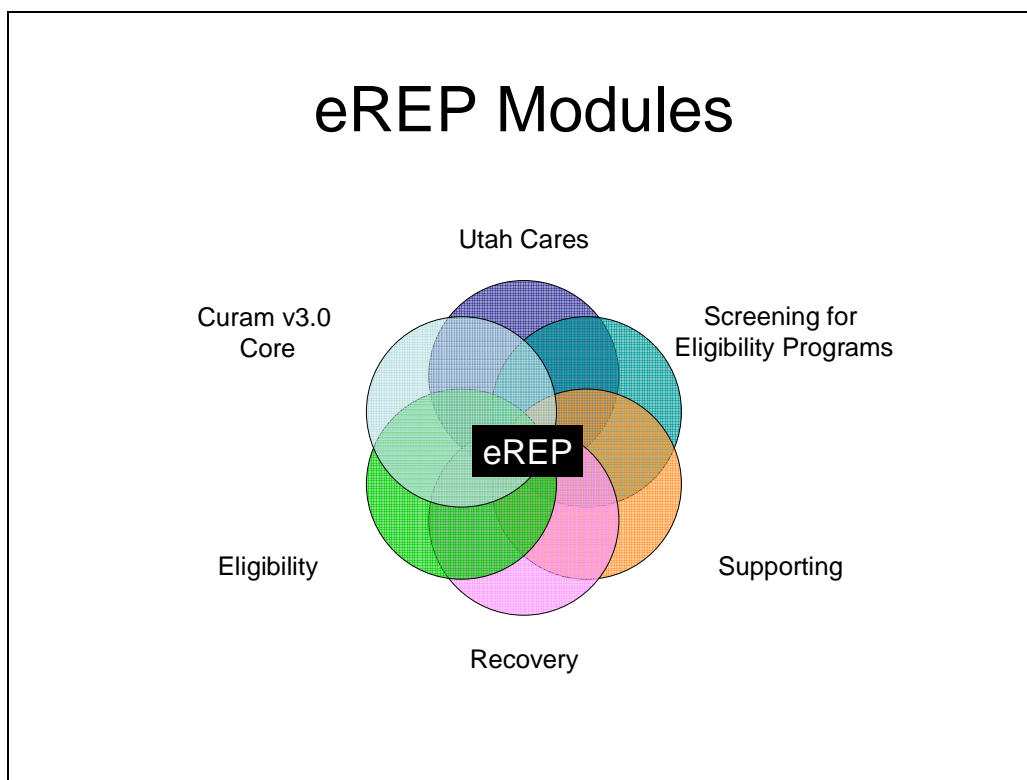
The Covered At Work program helps adults who qualify, pay part of the cost of health insurance through their work. Covered at work reimburses the employee up to \$50 each month (\$100 if their spouse is also covered) to help pay their share of the health insurance premium. There is an annual \$50 enrollment fee and a 60 month lifetime limit on the program.

### 1.2.5 CHIP

- Children's Health Insurance Program (CHIP) provides access to medical care for children under age 19 in families with incomes that do not exceed 200 percent of Federal Poverty Level (FPL) and who do not otherwise qualify for Medicaid. Co-payments are levied on certain services for all clients. Quarterly premiums will be charged for clients above 100 percent FPL.

### 1.2.6 eREP Modules

The integrated eREP enterprise model is comprised of numerous modules that need to be enhanced for the medical services project.



The eREP vision is to provide a fully integrated product to support eligibility-related activities. The eREP solution supports eligibility workers, supervisors, managers, quality control and audit, reporting, fiscal, and other important resources responsible for the delivery of services related to eligibility.

The vision also strongly supports and encourages self-service activities by the customers. This includes, but is not limited to,

- screening for needs and referring to State and community-based services;
- screening for potential eligibility in State programs;
- replacing paper applications and change request forms with self-service entry; self-service access to pertinent eligibility information;

- supplementing telephone calls from customers and advocates with direct inquiry access to case and customer status information.

In addition, advocates and service support agencies will have the ability to assist customers through direct entry and access to appropriate and secured customer information.

A major goal of DOH Division of Health Care Financing is to ensure eligible individuals are receiving health care coverage to the fullest extent under existing program rules.

### **1.2.7 MITA Requirements**

The eREP project must align with the federal Health and Human Services Centers for Medicare and Medicaid Services (HHS-CMS) Medicaid Information Technology Architecture (MITA) guidelines. MITA facilitates the fundamental shifts necessary in information technology planning, development and acquisition choices to facilitate migration to solution sets that enable stakeholders to move from stove-pipe legacy systems to enterprise-wide frameworks and architectures capable of meeting the challenges of today's 21<sup>st</sup> Century healthcare environment.

Key principles of MITA include:

- Data sharing and data management
- Reusable components and solutions
- Modular, non-monolithic design
- Open architecture
- Standards
- Collaboration
- Security and privacy.

The MITA approach focuses in seven portfolios.

- Interoperability – mechanisms for system to system and person to system communications.
- Data management – Medicaid data standards, data structure and taxonomy, and metadata description standards.
- Data sharing – collaborative agreements and harmonized data standards with non-Medicaid organizations (e.g. public health, etc).
- Security and privacy – common policies, mechanisms, and agreements.
- Adaptability and extensibility – utilities that can be tailored and adapted.
- Performance measurement – common metrics that will enable comparisons, and models that will relate program changes with results.
- Business area improvement – common business processes definitions and identification of appropriate differences (commonality and differences co-exist).

### **1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Departments of Workforce Services, Health, and Human Services. The reference number for the transaction is Solicitation # JG6005. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.4 SUBMITTING YOUR PROPOSAL**

Proposals must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

The proposal must be submitted in two separate sealed parts. Part I will be the technical proposal, and Part II will be the cost proposal. Each part must be labeled to indicate whether it contains the technical or cost proposal.

- The Part I Technical proposal must contain one original and five hard copies of the respective proposal, along with six softcopy in PDF formatted CDs. The Part I CDs must not contain the Part II cost proposal.
- The Part II Cost Proposal must contain one original and five hard copies of the respective proposal. The Part II Cost Proposal must also be provided in six PDF formatted CDs, separated from Part I.

### **1.5 CONTRACTING AGENT**

The Utah Department of Workforce Services will be the contract agent for all contracts associated with this procurement.

### **1.6 LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of 18 months from the original date of award. The contract may be extended beyond the original contract period year-to-year for up to two (2) additional years at the State's discretion and by mutual agreement.

### **1.7 GUARANTEE OF SERVICES**

The State is under no obligation to guarantee that any services will actually be requested or required of any successful contractor. The selected pool of contractors will be given the opportunity to provide resources for these projects.

### **1.8 PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for the entire term of the contract, including any extensions. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

## **1.9 QUESTIONS**

All questions must be submitted in writing and may be submitted to Mr. Alan F. Carlsen, via email at: [alancarlsen@utah.gov](mailto:alancarlsen@utah.gov) or via fax at: (801) 526-4317. Questions are due by 3:00 p.m. on October 20, 2005. Questions received after that date may not be answered. Answers will be given via an addendum posted on the Division of Purchasing website.

## **1.10 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

## **1.11 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of Utah and may be returned only at the State's option.



## **2 CONTRACT TERMS AND CONDITIONS**

### **STATE OF UTAH MODIFIED TERMS AND CONDITIONS**

(CHANGES HAVE BEEN MADE TO CLAUSE NO. 15,17 - ALL OTHER CLAUSES REMAIN UNCHANGED)

- 1 **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
- 2 **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3 **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- 4 **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 5 **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
- 6 **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
- 7 **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against

any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

- 8 **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 9 **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- 10 **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
- 11 **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
- 12 **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 13 **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If

funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14 **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15 **WARRANTY:** Deleted since this is a fee for hourly service contract for IT consulting services.
- 16 **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17 **DELIVERY:** Deleted since this is a fee for hourly service contract for IT consulting services.
- 18 **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19 **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
- 20 **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

- 21 **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22 **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23 **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24 **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
- 25 **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003 and modified for DWS IT Consulting Contracts only as of 6/23/2005)

**DEPARTMENT OF WORKFORCE SERVICES  
MODIFIED TERMS AND CONDITIONS**

(Note: Changes have been made to the DWS Standard T&C's clauses 13,23,33, 35, 37, 40,41 – All others remain unchanged)

1. **CONFLICT OF INTEREST:** The CONTRACTOR certifies, through the execution of the contract, that no person in its and the DEPARTMENT's employment, directly or through subcontract, will receive any private financial interest, direct or indirect, in the contract. The CONTRACTOR will not hire or subcontract with any person having such conflicting interest.
2. **INDEPENDENT CONTRACTOR:** CONTRACTOR acknowledges by signing this contract that no Social Security, Federal, or State taxes will be withheld from payments under this Contract. However, payments under this contract may be taxable and an information return (IRS Form 1099) showing total contract payments made during the year will be sent to all contractors and to the Internal Revenue Services.
3. **COPYRIGHT:** The contractor agrees that any an all Deliverables prepared for the Department, to the extent to which it is eligible under copyright law in any country, shall be deemed a work for made for hire, such that all right, title and interest in the work and Deliverables reside with the Department. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal or State Government purposes, such software, modifications and documentation. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right title and interest, including but not limited to copyright patent, trademark and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to Department. Contractor further agrees to provide all assistance reasonably requested by Department in the establishment, preservation, and enforcement of its rights in such work and Deliverables, without any additional compensation to Department. Contractor agrees to and hereby, to the extent permissible, waives all legal and equitable rights relating to the work and Deliverables, including without limitation any an all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.
4. **INSURANCE CLAUSE:** The CONTRACTOR agrees to provide and to maintain during the performance of the contract, at its sole expense, a policy of liability insurance naming the CONTRACTOR and the State of Utah as insured parties under the policy. Such insurance shall be amended to indicate that it is the primary coverage and not a contributing coverage for the DEPARTMENT. The limits of the policy shall be no less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate.
5. **RENEGOTIATION OR MODIFICATIONS:** No claim for services furnished by the CONTRACTOR not specifically authorized by this Contract will be allowed by the DEPARTMENT.

6. ALLOWABLE COSTS AND PAYMENTS: Payments to the CONTRACTOR shall be made by the DEPARTMENT after receipt of a monthly invoice submitted by the CONTRACTOR.
7. REDUCTION OF FUNDS: (N/A to Open-Ended Contracts): The maximum amount authorized by this contract shall be reduced or contract terminated if required by Federal/State law, regulation, or action or there is significant under utilization of funds, provided the CONTRACTOR shall be reimbursed for all services performed in accordance with this contract prior to date of reduction or termination. If funds are reduced, there will be a comparable reduction in amount of services to be given by the CONTRACTOR. The DEPARTMENT will give the CONTRACTOR thirty (30) days notice of reduction.
8. CITING DEPARTMENT IN ADVERTISING: The CONTRACTOR agrees to give credit to the Department of Workforce Services for funding in all written and verbal advertising or discussion of this program such as brochures, flyers, informational materials, talk shows, etc. All formal advertising or public information programs will be coordinated with Public Information Officer for the Department.
9. DRUG-FREE WORKPLACE: The CONTRACTOR understands that the Department provides a drug-free workplace in accordance with all federal and state laws and regulations. The CONTRACTOR agrees to abide by the Department's drug-free workplace policies while on Department premises.
10. TERMINATION (FUND-OUT): The CONTRACTOR acknowledges that DEPARTMENT cannot contract for the payment of funds not yet provided by the Federal Government or appropriated by the Utah State Legislature and the Department cannot guarantee funding under this contract since it may be altered by an act of the Federal Government or the Utah State Legislature occurring before the expiration of this contract. Therefore, in the event that Department fails to receive appropriations then the Department may, by giving at least 60 days advance written notice, terminate this contract. DEPARTMENT will reimburse CONTRACTOR for services performed up through the date of cancellation.
11. CONTRACTOR ASSIGNMENT: Notwithstanding the DEPARTMENT's right to assign the rights or duties hereunder, the CONTRACTOR agrees and understands that this contract is based on the reputation of the CONTRACTOR, and this contract may not be assigned by the CONTRACTOR without the written consent of the DEPARTMENT. Any attempted assignment by the CONTRACTOR without the DEPARTMENT'S written consent shall be wholly void.
12. OVERPAYMENT/AUDIT EXCEPTIONS/DISALLOWANCES: The CONTRACTOR agrees that if during or subsequent to the contract CPA audit or DEPARTMENT OF WORKFORCE SERVICES Internal Review & Audit determines

that payments were incorrectly reported or paid, the DEPARTMENT may amend the contract and adjust the payments. In contracts, which include a budget, CONTRACTOR expenditures to be eligible for reimbursement must be adequately documented. The CONTRACTOR will, upon written request immediately refund any overpayments determined by audit and for which payment has been made to the contractor, to the DEPARTMENT. The CONTRACTOR further agrees that the DEPARTMENT shall have the right to withhold any or all-subsequent payments under this or other contracts with the CONTRACTOR until recoupment of overpayment is made.

13. SERVICE CODE COST SUMMARY: Deleted since this is a fee for hourly service contract for IT consulting services.
14. LICENSING AND STANDARD COMPLIANCE: The CONTRACTOR currently meets all applicable licensing or other standards required by Federal and State laws or regulations and ordinances of the City/County in which services and/or care is provided and will continue to comply with such licensing or other applicable standards and ordinances for duration of this contract period. Failure to secure or maintain a license shall support a basis for cancellation of this contract.
15. GRIEVANCE PROCEDURE: The CONTRACTOR agrees to establish a system through which recipients of the purchased services may present grievances about the operation of the program as it pertains to and affects said recipient. The CONTRACTOR will advise recipients of their right to present grievances concerning denial or exclusion from or operation of the program, and to a determination by the Department of Workforce Services in these instances. The CONTRACTOR will advise applicants in writing of rights and procedures to appeal. In the event of a grievance, the contractor will notify the Department of the grievance and its resolution. If no resolution is reached with the contractor, the grievance will be forwarded to the Department for processing through the Department's Administrative Process.
16. IMPOSITION OF FEES: The CONTRACTOR will not impose any fees upon clients given services under this contract except as authorized by the DEPARTMENT.
17. PROTECTION AND USE OF CLIENT RECORDS: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the DEPARTMENT's or the CONTRACTOR's responsibilities with respect to services purchased under this agreement is prohibited except on written consent of the client, his attorney, or his responsible parent or guardian. The Contractor will be required to sign the Confidential Information Certification.
18. CONSULTATION/TECHNICAL ASSISTANCE: The DEPARTMENT will supply appropriate consultation/technical assistance as indicated/requested by the CONTRACTOR to assure satisfactory performance in providing the contracted services.

19. CODE OF CONDUCT: The CONTRACTOR agrees to follow and enforce the Department of Workforce Services Code of Conduct, Utah Administrative Code, R982-601-101 et seq. The CONTRACTOR assures that each employee or volunteer receives a copy of Code of Conduct. A signed statement to this effect must be in employee's/volunteer's file subject to inspection and review by the DEPARTMENT monitors.
20. THIRD-PARTY REIMBURSEMENT AND PROGRAM INCOME: OTHER CONTRACTS: The CONTRACTOR is required to pursue reimbursement from all other sources of funding available for services performed under this contract. Other sources of funding include, but are not limited to third-party reimbursements and program income. In no instance shall any combination of other sources of funding and billings to DEPARTMENT OF WORKFORCE SERVICES be greater than "necessary and reasonable costs to perform the services" as supported by audited financial records. Collections over and above audited costs shall be refunded to DEPARTMENT OF WORKFORCE SERVICES.
21. BILLINGS: Billings and claims for services must be received within twenty (20) days after the last date of service for the period billed including the final billing, which must be submitted within twenty (20) days after contract termination may be delayed or denied.
22. FINANCIAL/COST ACCOUNTING SYSTEM: The CONTRACTOR agrees to maintain a financial and cost accounting system in accordance with generally accepted accounting principles. At a minimum, the CONTRACTOR's accounting system shall provide for a General Ledger, and cost accounting records adequate to assure that costs incurred under this contract are reasonable, allocable to contract objectives, and separate from costs associated with other business activities of the CONTRACTOR. The CONTRACTOR further agrees that all program expenditures and revenues shall be supported by reasonable documentation (vouchers, invoices, receipts, etc.), which shall be stored and filed in a systematic and consistent manner. The CONTRACTOR further agrees to retain and make available to independent auditors, State and Federal auditors, and program and contract reviewers all accounting records and supporting documentation for a minimum of four (4) years after the expiration of this contract. The CONTRACTOR further agrees that, to the extent it is unable to reasonably document the disposition of monies paid under this contract, it is subject to an assessment for over-payment.
23. CHANGES IN BUDGET (Cost Reimbursement Contracts Only): Deleted since this is a fee for hourly service contract for IT consulting services.
24. NON-FEDERAL MATCH: For those contracts requiring a non-federal match said match shall be in accordance with provisions of Title 45 CFR, Part 74, Sub-part C. Other funding sources may require different non-federal match amounts will be indicated within the Budget.



25. ADMINISTRATIVE EXPENDITURES: Total administrative expenditures (Category I) may not exceed fifteen percent of total program expenditures without prior written approval from DEPARTMENT OF WORKFORCE SERVICES, Executive Director.
26. CONTRACT RENEWAL: The CONTRACTOR agrees, for any contract issued as a result of an RFP/bid the DEPARTMENT shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the RFP/bid at a level of funding to be decided at the time of renewal.
27. CONTRACTOR RELATIONSHIP: The relationship of the DEPARTMENT and the CONTRACTOR hereunder shall be that of an independent contractor. Under no circumstances shall an employee agent or representative of either party be represented as, or be deemed to be, an employee, agent or representative of the other party for any purpose whatsoever.
28. WARRANTIES: CONTRACTOR warrants that all services shall be performed in a professional and workmanlike manner consistent with best industry practice; and in accordance with the Work Statement. CONTRACTOR agrees to abide by all applicable laws, regulations, and industry standards when performing services for the DEPARTMENT.
29. TERMINATION UPON DEFAULT: In the event this contract is terminated as a result of a default by the CONTRACTOR, the DEPARTMENT may procure or otherwise obtain, upon such terms and conditions as the DEPARTMENT deems appropriate, services similar to those terminated, and CONTRACTOR shall be liable to the DEPARTMENT for any damages arising there from, including attorneys' fees and excess costs incurred by the DEPARTMENT in obtaining similar services.
30. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT (GRAMA): The Contractor should be aware that all documents produced from this contract will be subject to the State's Access to Public Records policy, Title 63, Chapter 2, U.C.A.
31. CONTRACTOR'S RESPONSIBILITIES: The Department will enter into contractual contract with the CONTRACTOR only. The CONTRACTOR shall be responsible for all services as required by the RFP/bid.
32. HUMAN SUBJECTS RESEARCH: The CONTRACTOR shall not conduct research-involving employees of the DEPARTMENT or individuals receiving services (whether direct or contracted) from the DEPARTMENT.
33. METHOD AND SOURCE OF CONTRACTOR PAYMENT: Deleted since this is a fee for hourly service contract for information technology consulting services.

34. PAYMENT WITHHOLDING: The CONTRACTOR agrees that the reporting and record keeping requirements specified in this contract are a material element of performance and that if, in the opinion of the DEPARTMENT, the CONTRACTOR's record keeping practices and/or reporting to the DEPARTMENT are not conducted in a timely and satisfactory manner, the DEPARTMENT may withhold part or all payments under this or any other contract until such deficiencies have been remedied. In the event of the payment(s) being withheld, the DEPARTMENT agrees to notify the CONTRACTOR of the deficiencies that must be corrected in order to bring about the release of withheld payment.
35. FINANCIAL REPORTING: Deleted since this is a fee for hourly service contract for IT consulting services.
36. MONITORING: The DEPARTMENT will monitor the service given by the CONTRACTOR for each eligible client and the results obtained using this contract and the attached goals and service objectives and methods as criteria.
37. DEPARTMENT COST PRINCIPLES: Deleted since this is a fee for hourly service contract for IT consulting services.
38. NOTIFICATION OF THE INTERNAL REVENUE SERVICE: It is Department of Workforce Services' policy to notify the Internal Revenue Service of any violations of IRS regulations uncovered as a result of its dealings with providers.
39. RELATED PARTIES: The CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures, or Program Expenses without the prior written consent of the DEPARTMENT. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service contracts, or payments under purchase, lease, or rental contracts. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract; The CONTRACTOR shall be defined to include all owners, partners, directors, and officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.

Persons and/or organizations shall be considered related parties when any of the following conditions exist:

A person and/or organization with directors, officers, or others with the authority to establish policies and to make decisions for the organization who is/are related to CONTRACTOR through blood or marriage, as defined by U.C.A., Section 52-3-1(1)(d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, or daughter-in-law.

An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own ten percent (10%) or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the DEPARTMENT. Upon notification of related party payment, the DEPARTMENT may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods or services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods or services provided afford the DEPARTMENT a satisfactory level of quality and cost. Any related party payments contemplated under this contract are specified as follows: (if none, please so state).

40. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: Deleted since this is a fee for hourly service contract for IT consulting services.

41. PAYMENT RATES (Does Not Apply to Contracts With DEPARTMENT OF WORKFORCE SERVICES Set Rates): Deleted since this is a fee for hourly service contract for IT consulting services.

42. EQUAL OPPORTUNITY CLAUSE: Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity:

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

[Rev. 3/31/04 and modified for IT Consulting Contracts only as of 6/23/2005]

### **3 DETAILED SCOPE OF WORK**

The selected pool of contractors will be given the opportunity to conduct project activities that support the eREP solution. This includes, but is not limited to:

1. Conduct analysis and design activities related to workforce, health, and human services eligibility-related functions.
2. Develop technical design and code different components of a J2EE-based application. Implement existing use-cases and be directly involved in the design, construction, and testing phases.
3. Code business rules in the Curam platform from business analysis and design.
4. Perform software development including code, test, error detection, and code fix in an iterative methodology.
5. Share skills with eREP developers through direct mentoring and knowledge sharing.
6. Maximize Curam products and methodology through emphasis on business rule development in the project to resolve business rule conflicts.
7. Integrated developed software in coordination with other process development in the project to resolve business rule conflicts.
8. Document all software design, development, test, and implementation activities.

#### **3.1 SKILLS MATRIX**

##### **3.1.1 Resource Expertise and Skills**

This procurement requests resources with expertise and skills for twelve different project roles. These roles and specific skills are identified for each area of expertise (Section 3.1.5 Skills Matrix).

The offeror may propose resources in any or all of the expertise areas. For example, an offeror could bid on a developer role and may not choose to bid on a system administrator role.

The State will select and award vendor contracts for each of the defined roles. A vendor may be selected for any or each of the roles bid. For example, a vendor may be selected for a developer role and may not be selected for other areas of expertise that they bid.

##### **3.1.2 Skills Matrix Instructions**

The following skills matrix must be completed for all applicable technical skills for which your firm has professional and marketable skills. The offeror may propose resources in any or all of the expertise areas. These are the technical skills your firm has special expertise and which you desire for consideration.

Record the total number of personnel with skills in each area segregated into skill levels of master or “expert” (Expert), and experienced or “intermediate” (Intermediate) levels per the following definitions:

Expert – Master level, considered an expert by others and by contractor management

Intermediate – Intermediate level, but capable and fully self-sufficient

### 3.1.3 Corporate References

To validate the offeror's ability to provide resources in the skilled area, the offeror must provide a written description of their corporate experience and ability in providing resources for the skilled areas. In addition, offerors must provide corporate references from at least three (3) different company's, States, or projects for consulting and/or programming contract services with similar types of projects supplying resources with similar skills, preferably within the last 12 months. Failure to provide acceptable references will disqualify the contractor as a bidder. Provided references should not include resources associated with the eREP project.

### 3.1.4 Resumes of Potential Candidates

To support the evidence that the offeror can provide resources with the requested skills, the offeror shall provide a minimum of three resumes of potential candidates for each specific role that they propose to bid. Each resume must contain references from a minimum of three (3) different companies, States, or projects that can substantiate the evidence provided for each skill. Provided references should not include resources associated with the eREP project.

### 3.1.5 Skills Matrix Template

		Number of Personnel	
		Interme diate	Expert
3.1.5.1	<p><b>Project Plan Administrator</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Coordinates, tracks, monitors, and plans project plans</li> <li>• Detail plans, schedules, resource allocation, critical path analysis</li> <li>• Produce project reports (tracking, resource allocation, analysis)</li> <li>• Expert knowledge of and extensive hands-on experience using Microsoft Project</li> <li>• Organizational, leadership, decision making, and communication skills. Strong team orientation.</li> <li>• Ability to work independently with minimal supervision</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Training: Microsoft Project</li> <li>• Microsoft Office Specialist (Office Specialist) certification for Microsoft Project</li> <li>• PMP or PMI Certified</li> </ul>		

		Number of Personnel	
		Intermediate	Expert
3.1.5.2	<p><b>Business Analyst Lead / Manager</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Represents high-level business case on behalf of contract business analysts</li> <li>• Lead business process, business analysis in timely manner</li> <li>• Gather, document, and represent business requirements and business processes</li> <li>• Facilitate issues, risks, resolutions regarding business requirements and design</li> <li>• Ability to estimate time and resource requirements accurately, and to deliver in accordance. Track &amp; monitor work plan tasks and assignments per work plan.</li> <li>• Organizational, leadership, decision making, and communication skills. Strong team orientation.</li> <li>• Ability to lead business analyst team, including delegating as well as to perform hands on analysis and design</li> <li>• Business Analyst skills and responsibilities (<b>see Business Analyst</b>)</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Curam Certification preferred (business)</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Gap Analysis (CB301)</li> <li>○ Appeals (CB404)</li> <li>○ Income Support Screening (CB405)</li> <li>○ Rules Workshop (CB406)</li> <li>○ Workflow (CB407)</li> <li>○ Reporting (CB408)</li> </ul> </li> <li>• Structured Analysis and Design</li> </ul>		

		Number of Personnel	
		Intermediate	Expert
3.1.5.3	<p><b>Business Analysts / Designers</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Workforce, Health, and Human Services eligibility-related experience</li> <li>• Medicaid experience (eligibility, MMIS)</li> <li>• Business process analysis and mapping techniques</li> <li>• Screen design fundamentals</li> <li>• Conducting fit/gap analysis, requirements definition</li> <li>• Facilitate meetings with business representatives, subject matter experts, information analysts, and developers</li> <li>• Attention to detail and ability to interact with individuals at all levels of the organization</li> <li>• Team work</li> <li>• Written communication and presentation delivery</li> <li>• Strong interpersonal and leadership skills</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Curam Certification preferred (business)</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Gap Analysis (CB301)</li> <li>○ Appeals (CB404)</li> <li>○ Income Support Screening (CB405)</li> <li>○ Rules Workshop (CB406)</li> <li>○ Workflow (CB407)</li> <li>○ Reporting (CB408)</li> </ul> </li> <li>• Structured Analysis and Design</li> </ul>		

		Number of Personnel	
		Intermediate	Expert
3.1.5.4	<p><b>Development Lead / Manager</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Experience/Knowledge of software development methodologies, design and implementation</li> <li>• Ability to estimate time and resource requirements accurately, and to deliver in accordance. Track &amp; monitor work plan tasks and assignments per work plan.</li> <li>• Organizational, leadership, decision making, and communication skills. Strong team orientation.</li> <li>• Ability to lead development team, including delegating as well as to perform hands on development</li> <li>• Developer skills and responsibilities (<b>see Developer</b>)</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Curam Certification preferred (technical);</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Framework Technical Overview (CT300)</li> <li>○ Introduction to Curam for Developers (CT301)</li> <li>○ Getting started with the Curam Application Workshop (CT302)</li> <li>○ Curam Product Definition (CT303)</li> <li>○ Curam Workflow for Developers (CT408)</li> </ul> </li> <li>• Java related certifications</li> </ul>		



		Number of Personnel	
		Intermediate	Expert
3.1.5.5	<p><b>Java Developers</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Java Fundamentals (JDBC, SQL, XML, XSL, JDK, API, Object, Classes, Interfaces, Exceptions, Serialization)</li> <li>• Websphere Studio for Application Development (WSAD) and Weblogic Application Server (WAS) development</li> <li>• Proven design/development in Object Oriented and Design environment (with knowledge of Rational Rose and UML)</li> <li>• Web Application Development (HTML, JavaScript, Servlets, JSPs, JavaBeans, EJB)</li> <li>• Development using DB2</li> <li>• Organizational, leadership, decision making, and communication skills. Strong team orientation.</li> <li>• Ability to work independently with minimal supervision</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Curam Certification preferred (technical);</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Framework Technical Overview (CT300)</li> <li>○ Introduction to Curam for Developers (CT301)</li> <li>○ Getting started with the Curam Application Workshop (CT302)</li> <li>○ Curam Product Definition (CT303)</li> <li>○ Curam Workflow for Developers (CT408)</li> </ul> </li> <li>• JAVA related certifications</li> </ul>		

		Number of Personnel	
		Interme diate	Expert
1.3.5.6	<p><b>Cúram Rules Developers</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Curam rules development</li> <li>• Java Fundamentals (JDBC, SQL, XML, XSL, JDK, API, Object, Classes, Interfaces, Exceptions, Serialization)</li> <li>• Websphere Studio for Application Development (WSAD) and Weblogic Application Server (WAS) development</li> <li>• Proven design/development in Object Oriented and Design environment (with knowledge of Rational Rose and UML)</li> <li>• Web Application Development (HTML, JavaScript, Servlets, JSPs, JavaBeans, EJB)</li> <li>• Development using DB2</li> <li>• Written and Oral communications</li> <li>• Ability to work independently with minimal supervision</li> <li>• Ability to work as part of core development team</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Curam rules development</li> <li>• Curam Certification preferred (technical);</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Framework Technical Overview (CT300)</li> <li>○ Introduction to Curam for Developers (CT301)</li> <li>○ Getting started with the Curam Application Workshop (CT302)</li> <li>○ Curam Product Definition (CT303)</li> <li>○ Curam Workflow for Developers (CT408)</li> <li>○ Curam Rules &amp; Evidence Workshop (CT403)</li> </ul> </li> <li>• JAVA related certifications</li> </ul>		
3.1.5.7	<p><b>Conversion &amp; Interface Lead / Manager</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Conversion strategies</li> <li>• Managing and developing conversion programs of legacy data to new data structures</li> <li>• Data cleansing activities</li> <li>• Developer skills and responsibilities (<b>see Developer</b>)</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Curam Certification preferred (business)</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Gap Analysis (CB301)</li> </ul> </li> </ul>		

		Number of Personnel	
		Intermediate	Expert
3.1.5.8	<p><b>Technical Architecture Lead / Manager</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Experience/Knowledge of technical architecture and system administration methodologies, design and implementation</li> <li>• Ability to estimate time and resource requirements accurately, and to deliver in accordance. Track &amp; monitor work plan tasks and assignments per work plan.</li> <li>• Organizational, leadership, decision making, and communication skills. Strong team orientation.</li> <li>• Ability to lead technical architecture and system administration team, including delegating as well as to perform hands on tasks</li> <li>• System Administrator skills and responsibilities (<b>see System Administrators</b>)</li> <li>• Rational Tools Administrator skills and responsibilities (<b>see Rational Tools Administrator</b>)</li> <li>• Database Administrator skills and responsibilities (<b>see Database Administrator</b>)</li> <li>• Performance Tester skills and responsibilities (<b>see Performance Tester</b>)</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• See Technical Architects, System Administrators, Database Administrator, Performance Tester</li> </ul>		

		Number of Personnel	
		Intermediate	Expert
3.1.5.9	<p><b>System Administrators</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Establishing and maintaining environments (development, test, pilot, production)</li> <li>• Experience in Sun Solaris and Windows environments</li> <li>• Administration of software tools (Websphere, Groupwise)</li> <li>• Java Fundamentals (JDBC, SQL, XML, XSL, JDK, API, Object, Classes, Interfaces, Exceptions, Serialization)</li> <li>• Administration of Websphere Studio for Application Development (WSAD) and Weblogic Application Server (WAS) development</li> <li>• Proven design/development in Object Oriented and Design environment (with knowledge of Rational Rose and UML)</li> <li>• Network configuration and administration</li> <li>• Security configuration and administration</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Unix related certification</li> <li>• Curam Certification preferred (technical);</li> <li>• Curam Training: <ul style="list-style-type: none"> <li>○ Introduction to Curam (CB300)</li> <li>○ Curam Framework Technical Overview (CT300)</li> <li>○ Introduction to Curam for Developers (CT301)</li> <li>○ Getting started with the Curam Application Workshop (CT302)</li> <li>○ Curam Product Definition (CT303)</li> </ul> </li> </ul>		

		Number of Personnel	
		Intermediate	Expert
3.1.5.10	<p><b>Rational Tools Administrators</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Administration of Rational Suite (ClearQuest, ClearCase, Rose, Requisite Pro)</li> <li>• Experience in Sun Solaris and Windows environments</li> <li>• Java Fundamentals (JDBC, SQL, XML, XSL, JDK, API, Object, Classes, Interfaces, Exceptions, Serialization)</li> <li>• Websphere Studio for Application Development (WSAD) and Weblogic Application Server (WAS) development</li> <li>• Proven design/development in Object Oriented and Design environment (with knowledge of Rational Rose and UML)</li> <li>• SQL, PERL, MQSeries</li> <li>• Configuration management</li> <li>• Version control</li> <li>• Build process for multiple environments</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Rational Suite</li> <li>• Curam Training <ul style="list-style-type: none"> <li>○ Curam System Administration (CT404)</li> <li>○ Curam for Enterprise Architectures (CT406)</li> <li>○ Curam Operational Support (CT407)</li> </ul> </li> </ul>		
3.1.5.11	<p><b>Database Administrators</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Data modeling</li> <li>• DB2, DB2 on z/OS</li> <li>• Normalization</li> <li>• Database performance tuning</li> <li>• Stored procedure development</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• DB2 Administration</li> <li>• Curam Training <ul style="list-style-type: none"> <li>○ Curam Data Modelers (CT405)</li> </ul> </li> </ul>		

		Number of Personnel	
		Interme diate	Expert
3.1.5.12	<p><b>Performance Testers</b></p> <p><u>Skills and Responsibilities:</u></p> <ul style="list-style-type: none"> <li>• Mercury Interactive tools</li> <li>• Development and execution of test scripts</li> <li>• Load testing, performance tuning, capacity planning, J2EE diagnostics, optimization</li> <li>• Analysis of test results</li> <li>• Identify Performance improvements (code, configurations)</li> </ul> <p><u>Preference Points will be given to individuals with the following training and/or certifications:</u></p> <ul style="list-style-type: none"> <li>• Mercury Interactive</li> </ul>		

### 3.2 TECHNICAL REQUISITES

Documentation and/or narrative must be included for each item that substantiates each vendor's position. Contractors must meet all of the requirements as follows:

- 3.2.1 Respondents **must** indicate their acceptance of the State of Utah Standard Terms and Conditions and the Special Terms and Conditions. If the respondent elects to disagree with a standard term and/or condition, must provide documentation stating their reason for the disagreement and clarify their position. Any disagreement with the State of Utah's Standard Terms and Conditions and the Special Terms and Conditions may result in rejection of a bid.
- 3.2.2 Contractor staff **must** be sufficiently trained in the products used by eREP. The State is not responsible to provide training to the offeror staff. It is encouraged that contractor staff are Curam certified and at a minimum, the contractor staff must have completed sufficient training in Curam products and be able to provide evidence of such training. The State will assist the selected vendor in coordination of training of the Curam platform with Curam Software, Inc., but all related costs are the responsibility of the selected vendor.
- 3.2.3 Contractor **must** transfer knowledge and mentor the State's functional and technical staff throughout the project. An ongoing State assessment will take place to ensure successful knowledge transfer and mentoring is occurring. Prior to diversion of contractor staff from the eREP project, detailed transition plans and knowledge transfer is required, whether from contractor-to State or contractor-to-contractor.
- 3.2.4 Contractor **must** conduct its work on-site at the eREP project. Limited exceptions for off-site development will be considered and must be justified and pre-approved by the eREP Project Management Team. The eREP office is located in American Fork, Utah. Meetings may occur in various locations in the Salt Lake City metropolitan area.

- 3.2.5 Only **one** bid per contractor or associate companies will be allowed. The offeror may propose resources in any or all of the expertise areas.
- 3.2.6 The contractor is responsible for all applicable company wages in accordance with federal, State, and local laws and ordinances.
- 3.2.7 Bidders **must** provide a web site address for their company that provides viewers with access to general contractor information.
- 3.2.8 Contractors **must** agree to accept responsibility for invoicing in a timely manner and at contracted rates as awarded.
- 3.2.9 Contractor **must** agree that no work will be commenced under this contract without a written statement of work, signed by both parties, and a contract document.
- 3.2.10 Contractor **must** agree to provide additional materials or information to prove, ascertain, or otherwise verify the skills, experience, and knowledge of the contractor and its staff with regards to specific project requirements. Such materials and information may include personal resumes, references, academic transcripts, and/or evidence of certifications or completion of training courses. A contractor's personnel proposed for a specific role may be required to be interviewed either in person or by telephone.
- 3.2.11 Bidders **must** provide corporate references from at least three (3) different company's, States, or projects for consulting and/or programming contract services with similar types of projects supplying resources with similar skills, preferably within the past 12 months.
- 3.2.12 Bidders **must** provide a minimum of three resumes of potential candidates for each specific role that they propose to bid. Each resume must contain references from a minimum of three (3) different company's, States, or projects that can substantiate the evidence provided for each skill.

## **4 COST PROPOSAL**

### **4.1 PRICING REQUISITES**

Contractors submitting pricing proposals for services *must* stipulate and agree to the following:

- 4.1.1 The respondent agrees that rates for quoted hourly rates must remain firm for the duration of the contract. An extension may be granted at no rate increase.
- 4.1.2 Contractors agree that in the case of deescalating market rates, if pricing is decreased at any time for a particular service, the decreased price will be passed on to the State.
- 4.1.3 All prices for services, and quoted hourly rates submitted, shall be considered “not-to-exceed” flat rates. **Rates must be fully loaded and include any applicable contractor travel and/or other expenses. No separate reimbursement for travel and/or other expenses will be allowed under this contract. Travel to and from the worksite is not considered work time. The positions will be considered full-time (40 hour work week) unless otherwise stated.** Any proposal submitted that does not follow this requirement is subject to immediate disqualification.
- 4.1.4 Pricing information for the services requested, at the skill levels defined by the State, must specifically indicate the price offered to the State. No special consideration will be given to discounts based on aggregated project volumes. Each position *must* be priced separately.
- 4.1.5 All costs associated with the development of the proposal, are solely the responsibility of the offerors and will not be reimbursed by the State.



## 4.2 SKILLS MATRIX PRICING

### 4.2.1 Resource Expertise and Skills

This procurement requests resources with expertise and skills for twelve different project roles. These roles and specific skills are identified for each area of expertise (Section 3.1.5 Skills Matrix).

The offeror may propose resources in any or all of the expertise areas. For example, an offeror could bid on a developer role and will not choose to bid on a system administrator role.

The State will select and award vendor contracts for each of the defined roles. A vendor may be selected for any or each of the roles bid.

### 4.2.2 Skills Matrix Instructions

The following cost matrix must be completed for all applicable technical skills for which your firm has professional and marketable skills. The offeror may propose resources in any or all of the expertise areas. These are the technical skills your firm has special expertise and which you desire for consideration.

Record the hourly rate for each defined skill level segregated into skill levels of master or “expert” (Expert), and experienced or “intermediate” (Intermediate) levels per the following definitions:

Expert – Master level, considered an expert by others and by contractor management  
Intermediate – Intermediate level, but capable and fully self-sufficient

		Hourly Rate	
		Intermediate	Expert
4.2.2.1	Project Plan Administrator		
4.2.2.2	Business Analyst Lead / Manager		
4.2.2.3	Business Analysts / Designers		
4.2.2.4	Development Lead / Manager		
4.2.2.5	Java Developers		
4.2.2.6	Curam Rules Developers		
4.2.2.7	Conversion & Interface Lead / Manager		
4.2.2.8	Technical Architecture Lead / Manager		
4.2.2.9	System Administrators		
4.2.2.10	Rational Tools Administrators		
4.2.2.11	Database Administrators		
4.2.2.12	Performance Testers		

## **5 PROPOSAL RESPONSE FORMAT**

All proposals must be organized and tabbed with labels for the following headings:

1. **RFP Form.** The State's Request for Proposal form completed and signed.
2. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - a. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - b. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs, as per Section 4.2.

## **6 PROPOSAL EVALUATION CRITERIA**

### **6.1 TECHNICAL EVALUATION**

A committee will evaluate proposals against the following weighted criteria for each of the focus areas. Each area of the evaluation criteria must be addressed in detail in proposal.

<b>Weight</b>	<b>Evaluation Criteria</b>
40%	Performance references – Demonstrated ability to provide resources in the skilled areas, as identified through corporate references.
60%	Qualification and expertise of staff – Demonstrated ability of skill resources in the focus areas, as identified through resumes of potential individuals.

### **6.2 COST EVALUATION**

Bids shall be evaluated independent of the technical bid based on the most favorable hourly rates at a line item level.

The State reserves the right to award this contract to multiple contractors if it is determined to be in the State's best interest. Awards will only be made to vendors at the line level whose pricing is less than, or equal to, 150% of the median price of the top five technically qualifying bidders. For example, if the median of the top five technically qualifying bidders on a line item is \$50.00 per hour, vendors with pricing up to \$75.00 per hour will "pass" the cost evaluation. Any line item that is greater than 150% of the median price will "fail" the cost evaluation.

### **6.3 SELECTION**

Up to the five highest rated vendors for each expertise area will be considered for selection based on the technical evaluation (Section 6.1) and "passing" the cost evaluation (Section 6.2). A vendor may be selected in any or all of the expertise areas.

## 7 TECHNICAL AND PRICING REQUIREMENTS CHECKLIST

Check for Compliance	Requirement Number	Description of Requirement
		Technical Requirements
<input type="checkbox"/>	3.2.1	Respondents <b>must</b> indicate their acceptance of the State of Utah Standard Terms and Conditions and the Special Terms and Conditions. If the respondent elects to disagree with a standard term and/or condition, must provide documentation stating their reason for the disagreement and clarify their position. Any disagreement with the State of Utah's Standard Terms and Conditions and the Special Terms and Conditions may result in rejection of a bid.
<input type="checkbox"/>	3.2.2	Contractor staff <b>must</b> be sufficiently trained in the products used by eREP. The State is not responsible to provide training to the offeror staff. It is encouraged that contractor staff are Curam certified and at a minimum, the contractor staff must have completed sufficient training in Curam products and be able to provide evidence of such training. The State will assist the selected vendor in coordination of training of the Curam platform with Curam Software, Inc., but all related costs are the responsibility of the selected vendor.
<input type="checkbox"/>	3.2.3	Contractor <b>must</b> transfer knowledge and mentor the State's functional and technical staff throughout the project. An ongoing State assessment will take place to ensure successful knowledge transfer and mentoring is occurring. Prior to diversion of contractor staff from the eREP project, detailed transition plans and knowledge transfer is required, whether from contractor-to-State or contractor-to-contractor.
<input type="checkbox"/>	3.2.4	Contractor <b>must</b> conduct its work on-site at the eREP project. Limited exceptions for off-site development will be considered and must be justified and pre-approved by the eREP Project Management Team. The eREP office is located in American Fork, Utah. Meetings may occur in various locations in the Salt Lake City metropolitan area.
<input type="checkbox"/>	3.2.5	Only <b>one</b> bid per contractor or associate companies will be allowed. The offeror may propose resources in any or all of the expertise areas.
<input type="checkbox"/>	3.2.6	The contractor is responsible for all applicable company wages in accordance with federal, State, and local laws and ordinances.
<input type="checkbox"/>	3.2.7	Bidders <b>must</b> provide a web site address for their company that provides viewers with access to general contractor information.
<input type="checkbox"/>	3.2.8	Contractors <b>must</b> agree to accept responsibility for invoicing in a timely manner and at contracted rates as awarded.
<input type="checkbox"/>	3.2.9	Contractor <b>must</b> agree that no work will be commenced under this contract without a written statement of work, signed by both parties, and a contract document.
<input type="checkbox"/>	3.2.10	Contractor <b>must</b> agree to provide additional materials or information to prove, ascertain, or otherwise verify the skills, experience, and knowledge of the contractor and its staff with regards to specific project requirements. Such materials and information may include personal resumes, references, academic transcripts, and/or evidence of certifications or completion of training courses. A contractor's personnel proposed for a specific role may be required to be interviewed either in person or by telephone.
<input type="checkbox"/>	3.2.11	Bidders <b>must</b> provide corporate references from at least three (3) different company's, States, or projects for consulting and/or programming contract services.
<input type="checkbox"/>	3.2.12	Bidders <b>must</b> provide a minimum of three resumes of potential candidates for each specific role that they propose to bid. Each resume must contain references from a minimum of three (3) different company's, States, or projects that can substantiate the evidence provided for each skill.

		Pricing Requirements
<input type="checkbox"/>	4.1.1	The respondent agrees that rates for quoted hourly rates must remain firm for the duration of the contract. An extension may be granted at no rate increase.
<input type="checkbox"/>	4.1.2	Contractors agree that in the case of deescalating market rates, if pricing is decreased at any time for a particular service, the decreased price will be passed on to the State.
<input type="checkbox"/>	4.1.3	All prices for services, and quoted hourly rates submitted, shall be considered “not-to-exceed” flat rates. Rates must be fully loaded and include any applicable contractor travel and/or other expenses. No separate reimbursement for travel and/or other expenses will be allowed under this contract. Travel to and from the worksite is not considered work time. The positions will be considered full-time (40 hour work week) unless otherwise stated.
<input type="checkbox"/>	4.1.4	Pricing information for the services requested, at the skill levels defined by the State, must specifically indicate the price offered to the State. No special consideration will be given to discounts based on aggregated project volumes.
<input type="checkbox"/>	4.1.5	All costs associated with the development of the proposal, are solely the responsibility of the offerors and will not be reimbursed by the State.